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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

	)	
	)	Case Number:
Wizards of OBS, LLC., a California	)	
limited liability company;	)	
	)	<b>COMPLAINT FOR COPYRIGHT</b>
Plaintiff,	)	<b>INFRINGEMENT AND BREACH</b>
	)	<b>OF CONTRACT</b>
vs.	)	
	)	
BYTEDANCE LTD., a Cayman Islands	)	
company; BYTEDANCE INC., a	)	
Delaware corporation; TIKTOK LTD., a	)	
Cayman Islands company; TIKTOK	)	<b>DEMAND FOR JURY TRIAL</b>
INC., a California corporation; TIKTOK	)	
PTE. LTD., a Singapore company;	)	
DOES 1-10, inclusive;	)	
	)	
Defendants	)	
	)	

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Plaintiff, Wizard of OBS, LLC (“OBS”), by and through its undersigned attorneys, hereby prays to this honorable Court for relief based on the following:

**JURISDICTION AND VENUE**

1  
2  
3 1. This action for copyright infringement arises under the law of the  
4 United States of America, namely, the Copyright Act of 1976, Title 17 U.S.C. §  
5 101 *et seq.* This Court has personal jurisdiction over Defendants, as to all,  
6 because, among other things, Defendants are doing business in the State of  
7 California and in this judicial district, the acts of infringement complained of  
8 herein occurred in the State of California and in this judicial district, Defendants  
9 committed an intentional act in the State of California and in this judicial district,  
10 Defendants expressly aimed their activities at the State of California and this  
11 judicial district, and has caused harm and injury to Plaintiff within the State of  
12 California and this judicial district.

13 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
14 1331.

15 3. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(2), 1391  
16 (b)(3), 1391(c)(2), 1391(c)(3), and 1391(d).

17  
18 **PARTIES**

19 4. Plaintiff OBS is a limited liability company located in California, with  
20 its principal place of business at 43980 Mahlon Vail Rd Ste 2601 Temecula, CA,  
21 92592-9602 United States.

22 5. Defendant ByteDance Ltd. is a Cayman Islands company. It has had  
23 offices in the United States and in other countries. ByteDance Ltd. transacts or has  
24 transacted business in this District and throughout the United States.

25 6. Defendant ByteDance Inc. is a Delaware corporation with its principal  
26 place of business at 250 Bryant Street, Mountain View, California, 94041.  
27 ByteDance Inc. transacts or has transacted business in this District and throughout  
28 the United States.

1           7. Defendant TikTok Ltd. is a Cayman Islands company with its  
2 principal place of business in Singapore or Beijing, China. TikTok Ltd. transacts  
3 or has transacted business in this District and throughout the United States.

4           8. Defendant TikTok Inc. is a California corporation with its principal  
5 place of business at 5800 Bristol Parkway, Suite 100, Culver City, California  
6 90230. TikTok Inc. transacts or has transacted business in this District and  
7 throughout the United States.

8           9. Defendant TikTok Pte. Ltd. is a Singapore company with its principal  
9 place of business at 8 Marina View Level 43 Asia Square Tower 1, Singapore,  
10 018960. TikTok Pte. Ltd. transacts or has transacted business in this District and  
11 throughout the United States.

12           10. The true names and capacities, whether individual, corporate,  
13 associate, or otherwise, of defendants sued herein as DOES 1 through 10, are  
14 unknown to Plaintiff, who therefore sue said defendants by such fictitious names  
15 (the “Doe Defendants”). Plaintiff will seek leave of the Court to amend this  
16 complaint to state their true names and capacities when they have been ascertained.  
17 Plaintiff is informed and believes and on that basis aver that Doe Defendants are  
18 liable to Plaintiff as a result of their participation in all or some of the acts  
19 hereinafter set forth. BYTEDANCE LTD.; BYTEDANCE INC.; TIKTOK LTD.;  
20 TIKTOK INC.; TIKTOK PTE. LTD. and the Doe Defendants are referred to  
21 collectively herein as “Defendants”.  
22

### 23                                   GENERAL ALLEGATIONS

24           11. Plaintiff is a software design and development studio that develops  
25 software for video recording, livestreaming, capture and editing.

26           12. Plaintiff owns and develops a livestreaming software product called  
27 OBS Studio (the “Software”). OBS Studio was first published at least as early as  
28 August 30, 2013.

1           13. Plaintiff owns all right, title, and interest to the valid copyright in the  
2 Software, registered on May 2, 2023 (U.S. Copyright Registration No.  
3 TX0009312907).

4           14. The Software has been widely publicly disseminated since its original  
5 publication and is available to any user via Plaintiff's website (obsproject.com), as  
6 well as direct access to the full source code at Plaintiff's GitHub code repository  
7 (<https://github.com/obsproject/obs-studio>), readily accessible to Defendant.

8           15. The Software is available for license under the terms of the GNU  
9 General Public License, version 2, so long as users comply with certain open-  
10 source licensing requirements as required in the GNU General Public License.

11           16. Under the terms of the GNU General Public License, users may  
12 review, use, modify and republish the source code of the subject software so long  
13 the users comply with certain requirements including but not limited to the user's  
14 use, modification or republication of the software also remains open source for  
15 users to view and use, certain notices and disclaimers are given and parties are  
16 given or offered a copy of the full source code of the entire user software that must  
17 be provided.

18           17. Defendants are a multinational technology company that develops  
19 software for mobile applications and desktop computers. Defendants most popular  
20 software application is TikTok, a social media application that allows for the  
21 creation, sharing and editing of audiovisual content.

22           18. On information and belief, in 2021 Defendants began development of  
23 a new software product referred to as TikTok Live Studio, a video livestreaming  
24 program meant to integrate with their existing TikTok platform (the "Infringing  
25 Software").

26           19. On or about December 2021, Defendants began beta-testing the  
27 Infringing Software.  
28

1           20. On or about December 15, 2021, Plaintiff discovered that the  
2           Infringing Software was using copies of the Software code base directly in the  
3           Infringing Software. Copies of Plaintiff's code were identical copies of the  
4           Software code base or at least substantially similar and directly derived from the  
5           Software.

6           21. On or about December 16, 2021, Plaintiff emailed Defendants  
7           directly alerting them to the infringement and seeking to discuss. Plaintiff and  
8           Defendant then began to engage in discussions about the infringement.

9           22. On or about January 25, 2022, Plaintiff received correspondence from  
10          Defendants admitting that the code for the Software was in fact copied and present  
11          in the Infringing Software.

12          23. At no point in time have Defendants complied with the requisite terms  
13          of the GNU General Public License for Plaintiff's open-source Software including  
14          but not limited to making their code base open source, providing access to the full  
15          source code to users who request, or provide the requisite notices terms of the  
16          GNU General Public License for Plaintiff's open-source Software.

17          24. At no point in time did Defendants otherwise secure permission,  
18          comply with the necessary requirements to obtain a license or secure a license  
19          directly from Plaintiff to use, modify or republish the Software.

20          25. Defendants have continuously developed and published the Infringing  
21          Software between December 2021 and present.

22          26. Plaintiff is informed and believes that new Infringing Software using  
23          Plaintiff's Software was developed and distributed by Defendants after May 2023.

24  
25                                   **FIRST CLAIM FOR RELIEF**

26                   **Federal Copyright Infringement – Against Defendants and Each of Them**

27                                   **(17 U.S.C. § 501)**

1           27. Plaintiff repeats, re-alleges, and incorporates herein by reference as  
2 though fully set forth, the allegations contained in the preceding paragraphs of this  
3 Complaint.

4           28. Plaintiff's Software code base is an original textual work being  
5 copyrightable subject matter for which copyright protection exists under 17 U.S.C.  
6 § 101, *et. seq.* Plaintiff is the owner of rights in and to the Software.

7           29. On information and belief, Plaintiff alleges that Defendants, and each  
8 of them, had access to the Software, including, without limitation, through viewing  
9 the Software on GitHub, Plaintiff's website, or elsewhere online that provides  
10 access to Plaintiff's software resources. Access is further evidenced by the exact  
11 reproduction in the Infringing Software of code of the Software, which is otherwise  
12 substantially similar thereto.

13           30. On information and belief, Plaintiff alleges that Defendants, and each  
14 of them, copied, reproduced, displayed, modified, made derivatives of and  
15 distributed the Software including without limitation in the Infringing Software.

16           31. On information and belief, Plaintiff alleges that Defendants, and each  
17 of them, infringed Plaintiff's copyrights by copying and creating infringing  
18 derivative works from the Software and publishing same or versions substantially  
19 similar to the public, infringing on Plaintiff's rights in the copyright.

20           32. During all relevant time periods, Defendants lacked any valid license  
21 to shield its infringing conduct.

22           33. As a direct or proximate result of said infringement by Defendants,  
23 Plaintiff has been harmed and is entitled to damages in an amount to be proven at  
24 trial.

25           34. Due to Defendants', and each of their acts of copyright infringement  
26 as alleged herein, Defendants, and each of them, have obtained direct and indirect  
27 profits they would not otherwise have realized but for their infringement of  
28 Plaintiff's rights in the Software. As such, Plaintiff is entitled to disgorgement of

1 Defendants' profits directly and indirectly attributable to Defendants' infringement  
2 of Plaintiff's rights in the Software in an amount to be established at trial.

3 35. As a direct or proximate result of the foregoing acts and conduct,  
4 Plaintiff has sustained and will continue to sustain substantial, immediate, and  
5 irreparable injury, for which there is no adequate remedy under the law. Plaintiff  
6 is informed and believes, and on that basis avers, that unless enjoined and  
7 restrained by this Court, Defendants will continue to infringe Plaintiff's rights in  
8 the Software. Plaintiffs are entitled to preliminary and permanent injunctive relief  
9 to restrain and enjoin Defendant's continuing infringing conduct.

10 36. On information and belief, Plaintiff alleges that Defendants, and each  
11 of them, have committed acts of copyright infringement, as alleged above, which  
12 were willful, intentional, malicious, which further subjects Defendants, and each of  
13 them, to liability for statutory damages under Section 504(c)(2) of the Copyright  
14 Act in the sum of up to \$150,000.00 per infringement and/or a preclusion from  
15 asserting equitable and other defenses.

## 16 17 **SECOND CLAIM FOR RELIEF**

### 18 **Breach of Contract – Against Defendants and Each of Them** 19 **(GNU General Public License)**

20 37. Plaintiff repeats, re-alleges, and incorporates herein by reference as  
21 though fully set forth, the allegations contained in the preceding paragraphs of this  
22 Complaint.

23 38. Plaintiff has performed each of the conditions, covenants, and  
24 obligations imposed on it by the terms of the GNU GPL with Defendants.

25 39. Plaintiff granted Defendants a license to copy, modify and distribute  
26 the Software under the GNU GPL when Defendants modified and distributed the  
27 Software. By Defendants actions as set forth hereinabove, Defendants have  
28 substantially and materially breached the GNU GPL license at least by failing to

1 make the Infringing Software open source for any user to view and use, failing to  
 2 provide certain notices and disclaimers in the Infringing Software and failing to  
 3 provide or offer a copy of the full source code of the Infringing Software upon  
 4 request.

5 40. As a direct and proximate result of these material breaches by  
 6 Defendants, Plaintiff is entitled to recover as restitution from Defendants any  
 7 unjust enrichment, including any extraterritorial gains, profits, and advantages not  
 8 covered under Copyright Law that Defendants have obtained as a result of its  
 9 breach of the GNU GPL.

### 10 **PRAYER FOR RELIEF**

11 Wherefore, Plaintiff prays for the judgment as follows:

#### 12 **Against all Defendants, and Each with Respect to Each Claim for** 13 **Relief:**

14 a. That Defendants, and each of them, as well as their employees,  
 15 agents, or anyone acting in concert with them, be enjoined from (a)  
 16 infringing Plaintiff's copyrights in the Software, including without  
 17 limitation an order requiring Defendants, and each of them, to remove any  
 18 content incorporating, in whole or in part, the Software or any copyrighted  
 19 elements therein, from any software, content, print, web, or other  
 20 publication owned, operated, or controlled by any Defendant;

21 b. That Plaintiff be awarded all profits of Defendants, and each of  
 22 them, plus all losses of Plaintiff, plus any other monetary advantage gained  
 23 by the Defendants, and each of them, through their infringement, the exact  
 24 sum to be proven at the time of trial, and, to the extent available, statutory  
 25 damages as available under 17 U.S.C. § 504, 17 U.S.C. §1203, and other  
 26 applicable law;  
 27  
 28



1 c. That a constructive trust be entered over any revenues and other  
2 proceeds realized by Defendants, and each of them, through their  
3 infringement of Plaintiff's intellectual property rights;

4 d. That Plaintiff be awarded his attorneys' fees as to any that may  
5 be available under the Copyright Act 17 U.S.C. § 504 *et seq.*;

6 e. That Plaintiff be awarded its costs and fees under the above  
7 statutes;

8 f. That Plaintiff be awarded statutory and enhanced damages that  
9 may be available under the statutes set forth above;

10 g. That Plaintiff be awarded pre-judgment interest as allowed by  
11 law;

12 h. That Plaintiff be awarded the costs of this action;

13 j. That Plaintiff be awarded restitution from Defendants any  
14 unjust enrichment, including any extraterritorial gains, profits, and  
15 advantages not covered under Copyright Law.

16 i. A judgment granting Plaintiff any relief that the Court deems  
17 just and proper.

18  
19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, Wizard of OBS, LLC hereby demands trial by jury on all claims  
21 and issues so triable in this action.

22  
23 Dated: March 10, 2025

MGL LLP

24  
25 By: /s/ Sean M. Ulrich  
26 Sean M. Ulrich  
27 Jayson M. Lorenzo  
28 Attorneys for Plaintiff  
Wizards of OBS, LLC